



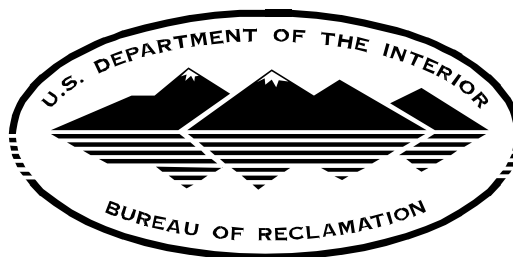
01-SQ-30-0062  
TOTAL SMALL BUSINESS SET-ASIDE  
COMMERCIAL ITEM ACQUISITION

# Recondition Generator Air Coolers

## Boulder Canyon Project Hoover Dam Arizona - Nevada

Lower Colorado Regional Office  
Boulder City, Nevada

2001



United States Department of the Interior  
Bureau of Reclamation

[www.lc.usbr.gov/~g3100](http://www.lc.usbr.gov/~g3100)

## PREFACE

### Proposal Submission Instructions

(1) Offerors are cautioned to carefully review the proposal submission instructions contained in provision 52.212-1, Instructions to Offerors--Commercial Items, and in Part 4 of this solicitation. Failure to comply with these instructions may result in an offer receiving low evaluation scores.

(2) Submit 3 sets of the Technical Proposal (1 original + 2 copies) and 3 sets of the Price Proposal and Other Information (1 original + 2 copies).

### Proposal Contents

(1) Your complete proposal package should include, as a minimum, the following information:

Technical Proposal (Volume I)	
1.	Address the following evaluation factors [details listed on page 4-1]:
	Offeror's Technical Approach to the Work
	Offeror's Background and Experience with Similar Projects
	Past Performance
Price Proposal and Other Information (Volume II)	
1.	Standard Form (SF) 1449 [pages 1-1 and 1-2]
2.	Schedule of Services [pages 1-4 through 1-8]
3.	Completed provision 52.212-3, Offeror Representations and Certifications [paragraph 3, on pages 4-3 through 4-9]
4.	Acknowledgment of any Amendments issued

**Note:** This acquisition is being conducted in accordance with FAR Subpart 13.5, Test Program for Certain Commercial Items.

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<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				1. REQUISITION NUMBER <b>01311600053</b>		PAGE OF PAGES 1 56		
<b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>								
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>01-SQ-30-0062</b>		
						6. SOLICITATION ISSUE DATE <b>02/15/01</b>		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Caryn Rotheim (e-mail: crotheim@lc.usbr.gov)</b>			b. TELEPHONE NUMBER (No collect calls) <b>(702) 293-8588</b>		8. OFFER DUE DATE/ LOCAL TIME <b>03/16/01 @ 3:00 PM</b>	
9. ISSUED BY		CODE LC-3116		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(a) NAICS: <b>332410</b> SIZE STANDARD: <b>500 Employees</b>		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		
<b>Mail to:</b>  <b>Bureau of Reclamation</b> <b>Lower Colorado Regional Office</b> <b>P.O. Box 61470</b> <b>Boulder City NV 89006-1470</b>		<b>Overnight Mail to:</b>  <b>Bureau of Reclamation</b> <b>Lower Colorado Regional Office</b> <b>400 Railroad Avenue</b> <b>Boulder City NV 89005</b>				12. DISCOUNT TERMS		
						13b. RATING		
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO		CODE		16. ADMINISTERED BY		CODE LC-3130		
<b>U.S. Department of the Interior</b> <b>Bureau of Reclamation</b> <b>Lower Colorado Dams Facilities Office</b> <b>Hoover Dam Central Warehouse</b> <b>Hwy. 93</b> <b>Boulder City NV 89005</b>				<b>U.S. Department of the Interior</b> <b>Bureau of Reclamation</b> <b>Lower Colorado Regional Office</b> <b>P.O. Box 61470</b> <b>Boulder City NV 89006-1470</b>				
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE D-7734		
				<b>U.S. Department of the Interior</b> <b>Bureau of Reclamation</b> <b>Reclamation Service Center</b> <b>P.O. Box 25508</b> <b>Denver CO 80225-0508</b>				
TELEPHONE NO.								
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		
						23. UNIT PRICE		
						24. AMOUNT		
/		SEE PARAGRAPH 1. FOR CONTINUATION OF BLOCKS 19 THROUGH 24 (page 1-3)		/		/		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <b>THREE (3)</b> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		
						31c. DATE SIGNED		
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER		
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR		
						36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)		37. CHECK NUMBER		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		38. S/R ACCOUNT NUMBER		
						39. S/R VOUCHER NUMBER		
				42b. RECEIVED AT (Location)		40. PAID BY		
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405

OMB No.: 9000-0136  
Expires: 09/30/98

## CONTINUATION OF BLOCKS FROM SF-1449

**1. Block 10: Acquisition Set-Aside**

This acquisition is 100% set-aside for small business. The FAR clause 52.219-6, Notice of Total Small Business Set-Aside (Jul 1996), is hereby incorporated by reference.

**2. Block 15: Delivery**

The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE		
Item Description	Quantity	Within Days After the Date of Receipt of a Written Task Order
Recondition Air Cooler (General Electric or Westinghouse) Without Replacement of Tube Sheets	Maximum of 6 per year	90
Recondition Air Cooler (General Electric or Westinghouse) With Replacement of Tube Sheets	Maximum of 6 per year	120

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
Item Description	Quantity	Within Days After the Date of Receipt of a Written Task Order
Recondition Air Cooler (General Electric or Westinghouse) Without Replacement of Tube Sheets	Maximum of 6 per year	
Recondition Air Cooler (General Electric or Westinghouse) With Replacement of Tube Sheets	Maximum of 6 per year	

**3. Block 18b: Invoice Submission**

Submit invoices to the address listed in Block 16 of the SF 1449.

**4. Blocks 19 through 24: Schedule of Supplies/Services and Prices**

Schedule for Recondition Generator Air Coolers at Hoover Dam					
19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
<b>Schedule 1 - Base Year:</b>					
1.1	Recondition General Electric Air Cooler Without Replacement of Tube Sheets	6	Each	\$_____	\$_____
1.1a	<b>Optional Line Item:</b> Replacement of Tube Sheets on General Electric Air Cooler	6	Each	\$_____	\$_____
1.2	Recondition Westinghouse Air Cooler Without Replacement of Tube Sheets	6	Each	\$_____	\$_____
1.2a	<b>Optional Line Item:</b> Replacement of Tube Sheets on Westinghouse Air Cooler	6	Each	\$_____	\$_____
	Total for Schedule 1				\$_____



19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
<b>Schedule 2 - Option Year 1:</b>					
2.1	Recondition General Electric Air Cooler Without Replacement of Tube Sheets	6	Each	\$_____	\$_____
2.1a	<b>Optional Line Item:</b> Replacement of Tube Sheets on General Electric Air Cooler	6	Each	\$_____	\$_____
2.2	Recondition Westinghouse Air Cooler Without Replacement of Tube Sheets	6	Each	\$_____	\$_____
2.2a	<b>Optional Line Item:</b> Replacement of Tube Sheets on Westinghouse Air Cooler	6	Each	\$_____	\$_____
	Total for Schedule 2				\$_____

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
<b>Schedule 3 - Option Year 2:</b>					
3.1	Recondition General Electric Air Cooler Without Replacement of Tube Sheets	6	Each	\$_____	\$_____
3.1a	<b>Optional Line Item:</b> Replacement of Tube Sheets on General Electric Air Cooler	6	Each	\$_____	\$_____
3.2	Recondition Westinghouse Air Cooler Without Replacement of Tube Sheets	6	Each	\$_____	\$_____
3.2a	<b>Optional Line Item:</b> Replacement of Tube Sheets on Westinghouse Air Cooler	6	Each	\$_____	\$_____
	Total for Schedule 3				\$_____

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
<b>Schedule 4 - Option Year 3:</b>					
4.1	Recondition General Electric Air Cooler Without Replacement of Tube Sheets	6	Each	\$_____	\$_____
4.1a	<b>Optional Line Item:</b> Replacement of Tube Sheets on General Electric Air Cooler	6	Each	\$_____	\$_____
4.2	Recondition Westinghouse Air Cooler Without Replacement of Tube Sheets	6	Each	\$_____	\$_____
4.2a	<b>Optional Line Item:</b> Replacement of Tube Sheets on Westinghouse Air Cooler	6	Each	\$_____	\$_____
	Total for Schedule 4				\$_____

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
<b>Schedule 5 - Option Year 4:</b>					
5.1	Recondition General Electric Air Cooler Without Replacement of Tube Sheets	6	Each	\$_____	\$_____
5.1a	<b>Optional Line Item:</b> Replacement of Tube Sheets on General Electric Air Cooler	6	Each	\$_____	\$_____
5.2	Recondition Westinghouse Air Cooler Without Replacement of Tube Sheets	6	Each	\$_____	\$_____
5.2a	<b>Optional Line Item:</b> Replacement of Tube Sheets on Westinghouse Air Cooler	6	Each	\$_____	\$_____
	Total for Schedule 5				\$_____
	Total for All Schedules				\$_____

## 5. Performance Period Under the Preceding Schedules

The overall performance period of this work consists of the following time periods:

(1) The performance period for Schedule 1 - Base Year, will be for one year (365 calendar days) commencing on the date of contract award.

(2) If each successive option year is exercised (see contract clause 52.217-9, Option to Extend the Term of the Contract), the performance periods for Schedules 2 through 5, Option Years 1 through 4, will begin on the day immediately following the end of the preceding schedule year and extend for one additional year (365 calendar days) each.

## 6. Ordering Authority

Any Bureau of Reclamation Contracting Officer whose duty station is the Lower Colorado Regional Office, Boulder City, Nevada, acting within the limits of his/her appointed authority under the Department of the Interior's Contracting Officer's Warrant System is authorized to issue Task Orders under the preceding Schedules. Orders may be issued in writing only.

## **PART 2 - CONTRACT CLAUSES**

### **1. Addendum to 52.212-4, Contract Terms and Conditions--Commercial Items** (Incorporated by reference in Block 27a of the SF 1449)

#### **1.1 Warranty**

In addition to the requirements in paragraph (o) of the clause, the Contractor shall guarantee all new parts and materials for a minimum of one (1) year from the date of acceptance. Repair work on the existing parts and equipment shall be guaranteed in accordance with the standard warranty for service, or a minimum of six (6) months, whichever is of longest duration.

#### **1.2 52.216-18 Ordering (Oct 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the date of contract completion, including any options exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### **1.3 52.216-19 Order Limitations (Oct 1995)**

(a) Minimum order. When the Government requires services covered by this contract in an amount of less than one (1) unit to recondition, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those services under the contract.

Government liability for payment resulting from failure to order the specified minimum quantity set forth in this contract shall be determined in accordance with contract clause paragraph 52.212-4(l), "Termination for the Government's Convenience."

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of six (6) units to recondition;

(2) Any order for a combination of items in excess of six (6) units to recondition; or

(3) A series of orders from the same ordering office within 365 days (the period covered by one Schedule year) that together call for quantities exceeding the limitation in subparagraph (b)(1) or (b)(2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **1.4 52.216-22 Indefinite Quantity (Oct 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Order Limitations clause as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Order Limitations clause as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the final contract completion date.

#### **1.5 52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days prior to expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

**1.6 WBR 1452.217-901 Option for Additional Numbered Line Items--Bureau of Reclamation--Lower Colorado Region (Nov 1996)**

(a) The Government may require the performance of work required under the additional numbered line items, identified in Schedules 1 through 5 of Part 1 as Optional Line Items, in the quantities and at the prices stated in each Option.

(1) In accordance with paragraphs 3.1.2.a.(2) and (3) of the Statement of Work, the Contractor shall inspect and test the air coolers for leaks and/or deficiencies and report any deficiencies found to the Contracting Officer's Representative (COR). The COR will notify the Contracting Officer if the deficiencies require the additional work under the Optional Line Items. The Contracting Officer may exercise Optional Line Items by written notice to the Contractor within 5 days after receiving notification from the COR that the additional work is required.

(b) The time required for completion of work under the Optional Line Items, if the Contracting Officer exercises the option(s), shall be as specified in paragraph 2., Delivery, in Part 1.

**2. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Aug 2000)**

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- W (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_\_\_ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999)
- \_\_\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- \_\_\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (Mar 1999) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

- \_\_\_\_\_ (ii) Alternate I to 52.219-5.
- \_\_\_\_\_ (iii) Alternate III to 52.219-5.
- W (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3));
- \_\_\_\_\_ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));
- W (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- \_\_\_\_\_ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_\_\_ (ii) Alternate I of 52.219-23.
- \_\_\_\_\_ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_\_\_ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- W (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- W (12) 52.222-26, Equal Opportunity (E.O. 11246).
- W (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- W (14) 52.222-36, Affirmative Action for Workers With Disabilities (29 U.S.C. 793).
- W (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- \_\_\_\_\_ (16) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_\_\_ (ii) Alternate I of 52.223-9 (42.U.S.C.6962(i)(2)(C)).
- \_\_\_\_\_ (17) 52.225-1 Buy American Act--Balance of Payments--Supplies (41 U.S.C. 10a -10d).
- \_\_\_\_\_ (18) (i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- \_\_\_\_\_ (ii) Alternate I of 52.225-3.
- \_\_\_\_\_ (iii) Alternate II of 52.225-3.
- \_\_\_\_\_ (19) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- W (20) 52.225-13, Restrictions on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- \_\_\_\_\_ (21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- \_\_\_\_\_ (22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- \_\_\_\_\_ (23) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- W (24) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- \_\_\_\_\_ (25) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- \_\_\_\_\_ (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- \_\_\_\_\_ (27) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- \_\_\_\_\_ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this



contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- W (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- W (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- W (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- \_\_\_\_\_ (6) 52.222-50, Nondisplacement of Qualified Workers (E.O. 12933).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C., et seq.).

**2.1 Addendum to 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items:**

2.1.1 Regarding paragraph (b)(1) of clause 52.232-34, Payment by Electronic Funds Transfer --Other than Central Contractor Registration, the Contractor shall provide EFT information no later than 15 days prior to submission of the first request for payment.

2.1.2 Regarding clause 52.222-42, Statement of Equivalent Rates for Federal Hires, the classes of service employees expected to be employed under the contract and the agency wages and fringe benefits payable to each is as follows:

Employee Class	Monetary Wage	Fringe Benefits
Heavy Equipment Mechanic	\$16.85/hour	Include paid vacation days, sick leave, health insurance, and retirement benefits; the total value of the benefit package varies on a case-by-case basis.
Machinery Maintenance Mechanic	\$14.32/hour	

**2.2 52.222-49 Service Contract Act - Place of Performance Unknown (May 1989)**

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by 3 days prior to the quote due date.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

## **PART 3 - CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS**

### **Statement of Work**

#### **3.1 GENERAL REQUIREMENTS**

##### **3.1.1. The Requirement**

Various generator air coolers shall be transported, reconditioned, and delivered complete in accordance with the contract clauses and this statement of work, including the drawings listed in Part 3. The air coolers are required for cooling generator stators at the Lower Colorado Dams Facilities Office, Hoover Dam Powerplant, Boulder Canyon Project, Arizona--Nevada, located about 7 miles northeast of Boulder City, Nevada, in Clark County.

The air coolers are located at the Hoover Dam Central Warehouse.

The reconditioned air coolers will not be installed under this contract.

##### **3.1.2. Description of the Work**

The work to be performed consists of transporting and reconditioning generator air coolers which are from generators manufactured and installed by either General Electric or Westinghouse. Each air cooler may originate from a separate generator unit at the Hoover Dam Powerplant, however they are interchangeable with generators made by the same manufacturer. Air coolers to be reconditioned in any given year may be all General Electric, all Westinghouse, or any combination of the two.

a. Principal features of the work will include the following:

- (1) Transport the air coolers from the Hoover Dam Central Warehouse to the Contractor's facilities and return upon completion of the work.
- (2) Inspect and test air coolers for leaks and/or deficiencies.
- (3) Report deficiencies found to the Contracting Officer's Representative (COR).
- (4) Take appropriate repair actions in accordance with the repair options outlined in paragraph 3.1.2.b. and the Contracting Officer's direction.
- (5) Replace all cooling tubes and fins.
- (6) Clean and recondition the air cooler water boxes, cover plates, and the fixed and floating tube sheets.
- (7) Remove existing paint from the exterior portion of the air cooler water boxes and cover plates and from all structural support framing and bracing. Apply new coats of paint as specified.

- (8) Furnish and install new gaskets and hardware.
- (9) Reassemble units.
- (10) Perform pressure tests at the Hoover Dam facility prior to final acceptance.

b. The work may also include the following repair option if deemed necessary after inspection:

- (1) Replace tube sheets.

### **3.1.3. Shipping**

- a. The air coolers are located at the Hoover Dam Central Warehouse and will be available for pick-up/shipment from the Hoover Dam Central Warehouse to the Contractor's facility.
- b. The Contractor shall be responsible for packing, loading, securing, and transporting the air coolers from the Hoover Dam Central Warehouse to its facility and returning the completed air coolers F.O.B. to Hoover Dam Central Warehouse. In addition, the Contractor shall be responsible for any damage that may occur in the handling and transportation of the air coolers. These requirements shall be in accordance with paragraph (j) of contract clause 52.212-4.
- c. The Government's forklift and/or crane with an operator will be made available for unloading the air coolers during regular warehouse hours at no charge to the Contractor. The request for use of the Government's forklift and/or crane shall be made to the COR at least 24 hours prior to scheduled pick-up or delivery times.
- d. Hoover Dam Central Warehouse shipping and receiving hours are from 7:30 A.M. to 3:30 P.M., Pacific Time, Monday through Friday.
- e. Hoover Dam Power Plant Location Map, 45-301-6681, is included with this statement of work. The Hoover Dam Central Warehouse is located approximately 1.5 miles west of Hoover Dam. See Block 15 of the SF 1449 for the Hoover Dam Central Warehouse address.
- f. The cost of transporting the air coolers to and from the Hoover Dam Central Warehouse shall be included in the price offered in the schedules.

### **3.1.4. Submittal Requirements**

- a. General.--The Contractor shall furnish all materials and perform all work required for furnishing submittals to the Government, in accordance with this paragraph, Table 1A (List of submittals), and the requirements in the clauses and paragraphs of this contract.

The word "submittals" shall be interpreted to include drawings, data, manuals, certifications, test reports, curves, samples, color chips or charts, brochures, and other items furnished by the Contractor for approval, informational, or other purposes.

b. List of submittals.--Table 1A (List of Submittals) lists the submittals required by this contract except those submittals which are required conditionally, required by entities other than the Bureau of Reclamation, or which are periodic in nature. Any submittal required to be submitted by the Contractor, but which is not listed in the table, shall be submitted in accordance with the applicable requirements of this contract.

c. Submittals.--Each item in Table 1A (List of Submittals) has been assigned an RSN (Required Submittal Number). The "Submittals required" column of the table specifies the material to be submitted for each RSN. All of the material specified for an RSN will be considered a complete set; and where the material required for an RSN is specified as separate or distinguishable parts, a complete set shall include all parts. Only complete sets shall be submitted.

The number of complete sets to be submitted, and the location to which they are to be sent, shall be in accordance with the "No. of sets to be sent to:" column of the table, except as provided below for sets of original material.

When an RSN involves submittal of original (non-copied) material, all original material, or as much thereof as is necessary to form a complete set, shall be included in just one complete set. This "originals" set shall be sent to the proper address, given in subparagraph e. below, as determined by the "Responsible code" column of the table and the following:

- (1) CO indicates Contracting Officer.
- (2) RE indicates Regional Engineer.

The "originals" set shall be counted as one of the complete sets required to be submitted under the "No. of sets to be sent to:" column of the table.

For each RSN, the Contractor shall submit complete sets of required submittal material under cover of a transmittal letter. At the Contractor's option, complete sets for more than one RSN may be submitted under cover of the same transmittal letter, provided they have the same responsible code designation as shown in the table. The Contractor's transmittal letter shall include:

- (1) Reference to Bureau of Reclamation contract number and title.
- (2) Identification of responsible code as shown in the table.
- (3) Complete list of RSN(s) for which material is being submitted.
- (4) For each RSN, number of complete sets and list of materials included.
- (5) For each RSN, identification of the submittal as an initial submittal or a resubmittal.

Each drawing submitted by the Contractor shall have the Contractor's or supplier's title and drawing number on it. Drawings and data shall be labeled with the Bureau of Reclamation contract number, the offer schedule number, and the item number.

Manufacturer's data for commercial products or equipment, such as catalog cut sheets, shall be clearly marked to indicate the item(s) to be furnished. The data shall be sufficiently comprehensive to identify the manufacturer's name, type, model, size, and characteristics of the product or equipment, as well as to fully demonstrate that the product or equipment meets the requirements of these specifications.

Submittals requiring certification by a registered professional shall be signed and sealed.

d. Review of submittals furnished for approval.--The time required for review of each submittal or resubmittal furnished under an RSN for approval will not begin until the Government receives complete sets of all the submittal materials required for that particular RSN. The number of calendar days required for review of drawings or data submitted or resubmitted for approval will include the date the drawings or data are received by the Government, and will extend through the date of return mailing to the Contractor.

Except as otherwise provided in the specifications for specific submittals, the Government will require 21 calendar days for review of each submittal or resubmittal furnished by the Contractor for approval, and this review time will apply to each separate submittal or resubmittal whether the submittals are approved, not approved, or returned for revision.

If the Government uses time in excess of the specified number of calendar days for review of any submittal or resubmittal, additional time, not to exceed the excess time, will be added to the time allowed the Contractor for delivery of the materials or equipment affected by such excess time, to the extent it is demonstrated that the excess time caused delay. If the Government's review of two or more separate submittals or resubmittals is late and results in concurrent days of excess time, such days will be counted only once in computing an extension of the delivery date. Further, if the Contractor fails to make complete approval submittals in the sequence and within the time periods specified in this contract, and thus precludes the Government from approving or considering for approval such submittals within the specified calendar day period, then the Contractor shall not be entitled to an extension of time allowed for delivery of the materials or equipment.

Unless otherwise specified, one set of the submittals required for approval will be returned to the Contractor either approved, not approved, or conditionally approved, and will be marked to indicate changes, if required. Submittals that are not approved or that require changes or revisions shall be revised and resubmitted for approval, and shall show changes and revisions with revision date. All requirements specified for the initial submittal shall apply to any resubmittals required. Unless otherwise specified, all submittals which are to be resubmitted shall be resubmitted by the Contractor within 20 calendar days after the Contractor has received the Government's comments.

e. Addresses.--The Contractor shall send the submittals to the applicable addresses listed below as required by Table 1A (List of Submittals).

The Contractor shall also send a copy of the transmittal letter to the address listed below that is not sent the submittal.

Submittals shall be sent as required by Table 1A (List of submittals) to:

- (1) Contracting Officer, Attn: LC-3130  
Bureau of Reclamation  
Lower Colorado Regional Office  
P.O. Box 61470  
Boulder City, Nevada 89006-1470
- (2) Regional Engineer, Attn: LC-6000  
Bureau of Reclamation  
Lower Colorado Regional Office  
P.O. Box 61470  
Boulder City, Nevada 89006-1470

f. Cost.--Unless otherwise specified, no separate payment will be made for preparing and furnishing submittals to the Government, and the cost thereof shall be included in the prices offered in the schedules for the applicable items of work requiring the submittals or other items of work.

**Table 1A - List of Submittals**

RSN	Item	Reference clause or paragraph	Responsible code*	Submittals required	No. of sets to be sent to:*		Due date or delivery time
					CO	RE	
01	Cleanup and Disposal of Waste Materials	3.3.1.b.	RE	Plan for removal, containment, and disposal of lead-based paint.	1	1	Not less than 10 days prior to removal of existing paint.
02	Air Coolers	3.4.2.c.	RE	1) Certification that each cooling tube supplied has successfully been pressure tested to 200 psi.	0	2	Prior to reassembly of air coolers with new cooling tubes.
				2) Certification that each cooling tube supplied has min. wall thickness of 0.049 inches.	0	2	Prior to reassembly of air coolers with new cooling tubes.
03	Air Coolers	3.4.2.d.	RE	Cooler deficiency report.	0	2	Not more than 5 days after cooler inspection.
04	Air Coolers	3.4.2.e.	RE	Marked drawings for each type of air cooler to show any corrections or changes.	0	2	Upon completion of the work and prior to final acceptance.
05	Air Coolers	3.4.2.f.	RE	Hydrostatic pressure test for reassembled air coolers after delivery to site.	0	2	Within 7 days of testing and prior to final acceptance.
06	Painting Requirements	3.4.3.b.	RE	Documentation (manifest) showing legal disposal of lead-based paints removed during surface preparation.	1	2	Within 20 days of removal of lead-based paints and prior to final acceptance.
07	Painting Requirements	3.4.3.d. & 3.4.3.e.	RE	Catalog cut sheet and technical specification sheet for each paint.	0	2	At least 20 days prior to purchase and/or use of paints.

\* CO indicates Contracting Officer and RE indicates Regional Engineer. For mailing addresses, see subparagraph entitled "Addresses" of paragraph 3.1.4. entitled "Submittal Requirements."



## 3.2 MATERIALS AND WORKMANSHIP

### 3.2.1. Materials and Workmanship

a. **Materials.**--The words "material" and "materials" as used in this statement of work denote items furnished by the Contractor and shall mean equipment, machinery, product(s), component(s), or other item(s) procured under this contract. All materials furnished by the Contractor shall be new and of the most suitable grade for the purpose intended considering strength, ductility, durability, and best engineering practice.

Except as specified, materials shall conform to Federal specifications or standards, or, if there are no applicable Federal specifications, materials shall conform to the specifications or standards of ANSI (American National Standards Institute), ASTM (American Society for Testing and Materials), ASME (American Society of Mechanical Engineers), SAE (Society of Automotive Engineers), IEEE (Institute of Electrical and Electronic Engineers), NFPA (National Fire Protection Association), or other nationally recognized standards organization. If the Contractor proposes to deviate from, or to use materials not covered by, the aforementioned specifications and standards, the Contractor shall submit, for approval, the justification for and exact nature of the deviation, and complete specifications for the materials proposed for use.

Parts shall be made accurately to standard gauge where possible. Threads, including but not limited to those of bolts, nuts, screws, taps, pipes, and pipefittings shall be unified screw threads conforming to ANSI B1.1-89 (1989) or ANSI B1.20.1-83 (1992).

All fasteners shall be permanently marked with a symbol identifying the manufacturer and with symbol(s) indicating grade, class, type, and other identifying marks in accordance with reference or applicable standards.

b. **Workmanship.**--The Contractor shall be responsible for the accurate manufacture and fabrication of materials in accordance with best modern practice and the requirements of these specifications, notwithstanding minor errors or omissions therein.

Liberal factors of safety and adequate shock-absorbing features shall be used throughout designs, especially for parts subjected to variable stress or shock, including alternating or vibrating stress or shock. Shock-absorbing features and parts subject to vibration shall include provisions which prevent components from loosening.

### 3.2.2. Materials to be Furnished by the Contractor

a. **General.**--The Contractor shall furnish all materials required for completion of the work.

When a separate item which includes the furnishing of any material is provided in the schedules, the cost of furnishing, hauling, storing, and handling shall be included in the price offered for that item. When a separate item is not provided in the schedules for furnishing any material required to be furnished by the Contractor, the cost of furnishing, hauling, storing, and handling shall be included in the price offered for the work for which the material is required.

Materials furnished by the Contractor shall be of the type and quality described in this statement of work. The Contractor shall make diligent effort to procure the specified materials from any and all sources, but where because of Government priorities or other causes, materials required by these specifications become unavailable, substitute materials may be used: Provided, that no substitute materials shall be used without prior written approval of the Contracting Officer, said written approval to state the amount of the adjustment, if any, to be made in favor of the Government. The Contracting Officer's determination as to whether substitution shall be permitted and as to what substitute materials may be used shall be final and conclusive. If the substitute materials approved are of less value to the Government or involve less cost to the Contractor than the materials specified, an adjustment shall be made in favor of the Government, and where the amount involved or the importance of the substitution warrants, a deductive modification to the contract will be issued. No payments in excess of prices offered in the schedules will be made because of substitution of one material for another or because of the use of one alternate material in place of another.

b. Inspection of materials.--Materials furnished by the Contractor which will become a part of the completed work shall be subject to inspection in accordance with paragraph (a) of clause 52.212-4, Contract Terms and Conditions, at any one or more of the following locations, as determined by the Contracting Officer's Representative: at the place of production or manufacture, at the shipping point, or at the site of the work. To allow sufficient time to provide for inspection, the Contractor shall submit to the COR, at the time of issuance, copies, in triplicate, of purchase orders including drawings and other pertinent information, covering materials on which inspection will be made as advised by the COR, or shall submit other evidence in the event such purchase orders are issued verbally or by letter.

### **3.2.3 Government-Furnished Facilities**

a. Facilities - Upon request by the Contractor, the following Government facilities shall be available at no charge for use in the performance of testing after delivery as outlined in this statement of work:

- (1) Water - 25 psi minimum;
- (2) Compressed air - up to 200 psi; and
- (3) Electricity - 110 or 220 volts.

b. Cost - The cost of furnishing necessary materials, equipment, and labor for conveying water, power, and/or air to the work area shall be included in the prices offered. These shall remain the property of the Contractor and shall be removed from the work area by the Contractor upon completion of work.

### **3.3 ENVIRONMENTAL QUALITY PROTECTION**

#### **3.3.1. Cleanup and Disposal of Waste Materials**

a. General.--The Contractor shall be responsible for the cleanup and disposal of waste materials and rubbish. Disposal shall be in accordance with applicable Federal, state, and local laws and regulations. Should a conflict exist in the requirements for cleanup and disposal of waste materials, the most stringent requirement shall apply.

b. Disposal of hazardous waste and materials.--Materials or wastes, defined as hazardous by 40 CFR 261.3; Federal Standard 313, as amended; or by other Federal, state, or local laws or regulations, shall be disposed of in accordance with this contract and applicable Federal, state, and local laws and regulations.

Concerning removal and disposal of lead-based paint, the Contractor shall submit to the Contracting Officer's Representative a written plan covering the procedures for removal, containment, disposal, and employee certifications. The plan shall be submitted in accordance with Paragraph 3.1.4. (Submittal Requirements) and Table 1A (List of Submittals).

c. Disposal of other nonhazardous waste materials.--

(1) Waste material shall be dumped only at an approved sanitary landfill. The Contractor shall make any necessary arrangements with private parties and county officials pertinent to locations and regulations of such landfills, and shall pay any fees or charges required for such dumping. In lieu of transporting the old tubing to the landfill and paying disposal fees, the Contractor may recycle the old tubing as scrap metal.

d. Cost.--Except as provided above, the cost of cleanup and disposal of waste materials in accordance with this paragraph shall be included in the prices offered in the schedule for other items of work.

### 3.4 RECONDITION GENERATOR AIR COOLERS

#### 3.4.1. Recondition Generator Air Coolers, General

The Bureau of Reclamation, Lower Colorado Dams Facilities Office, Hoover Dam Powerplant, has a requirement for the reconditioning of various generator air coolers. These air coolers will be available at the Hoover Dam Central Warehouse.

The Contractor shall transport the air cooler(s) to its facility; inspect and test air coolers for leaks and/or deficiencies; dismantle and replace all cooling tubes and fins; clean and restore the air cooler water boxes, cover plates, and fixed and floating tube sheets; reassemble with new gaskets and hardware; and return the units to Hoover Dam's Central Warehouse. Prior to reassembly, the Contractor shall remove existing paint from the exterior portion of the air cooler water boxes and cover plates and from all structural support framing and bracing. The Contractor shall apply new coats of paint as specified for the exterior of the air cooler water boxes and cover plates and for all structural support framing and bracing. Prior to final acceptance by the Bureau of Reclamation, the reconditioned air coolers shall satisfactorily pass the pressure tests in accordance with the requirements stated below.

#### 3.4.2. Air Coolers

a. General.—The air coolers are from generators that were manufactured and installed by either General Electric Company or Westinghouse Electric and Manufacturing Company. The overall size of each air cooler, surface area, weight, and cooling capacities are comparable. The most significant differences between the two manufacturers are in the location of the inlet and outlet flanges for the connecting cooling water pipes and in the size (diameter) of the copper-finned cooling tubes. At present, the Westinghouse air coolers are interchangeable with other Westinghouse units and the same applies for the General Electric air coolers.

The normal operating temperature of the generator stator windings is 60 to 75 degrees Centigrade.

b. Technical Data.-

Existing generator air cooler:	Westinghouse Surface Air Cooler	G.E. Surface Air Cooler, catalog no. 8669436 G-2, Type SF
Surface area:	2500 sq. ft.	
Pass, flow and tubes:	Six (6) pass, counter flow, straight tubes, 138 tubes	Six (6) pass, counter flow, straight tubes with one end belled, 366 tubes
Length:	8' 5-¾" end to end (8' 4" exposed)	9' 6" end to end (9' 4" exposed)
Outside diameter:	1.0 inch	0.625 inch

Existing generator air cooler:	Westinghouse Surface Air Cooler	G.E. Surface Air Cooler, catalog no. 8669436 G-2, Type SF
Minimum wall thickness:	0.049 inch	0.049 inch
<b>Cooling fins:</b>		
Thickness:	Approximately 0.012 inch	Approximately 0.012 inch
Installed outside diameter:	1-¾ inches, with seven (7) fins per inch of tube length	1-1/8 inches, with eight (8) fins per inch of tube length
<b>Original cooling tubes:</b>		
	Appear to be Admiralty Brass, ASTM B111, C44300, tension-helical wound copper finned solder dipped tubing	Cupro-nickel (70% Cu, 30% Ni), ASTM B111, with copper fins
Water boxes and heads:	Either a cast bronze material with gasketed integral baffles, or cast iron	Cast iron material with gasketed integral baffles
Tube sheets:	Naval Brass plate (See attached outline Drawing No. 6-H-521 for dimensions)	Naval Brass plate (See attached outline Drawing No. T-4936503 for dimensions)

c. Materials.— If tube sheet replacement is necessary, new tube sheets shall be Naval brass plate, ASTM B171/B171M-99.

Regardless of the metallurgical composition of the original tubing (i.e., Copper, Cupro-nickel, or Admiralty brass), new cooling tubes shall be Admiralty brass, ASTM B111-98, C44300. The tubes shall be attached to the tube sheets in a manner as to be free from any leakage. Each tube shall be provided with copper fins, 0.015 inch thick. The copper fins shall be tension-wound and fastened securely to the tube by solder dipping. The molten solder shall be a lead-free material.

Replacement tubes shall be of similar design, type, size, and number of fins per inch so that the cooling surface areas remain essentially the same as the original air cooler.

Prior to ordering the tubing, it shall be the responsibility of the Contractor to verify the exact length necessary, the portion of tube to be finned, and the location of the tube support collars.

Prior to placing the fins on the tubes, each tube shall be hydrostatically pressure-tested to a pressure of 200 PSIG for a minimum of 5 minutes. Tubes that leak or cannot maintain the pressure will be rejected. In accordance with Paragraph 3.1.4. (Submittal Requirements) and Table 1A (List of Submittals), the Contractor shall submit documentation and proof that each tube was successfully pressure-tested. This submittal for the tubing shall also include certification from the supplier that the minimum wall thickness of 0.049 inch has been achieved in all cooling tubes.

All hardware (washers, nuts, bolts and studs) shall be replaced with like types and materials as original hardware and internal threads cleaned before reassembly.

All gaskets shall be non-asbestos and designed for use in water/air coolers and shall seal with no seeping. The gasket shall be fabricated from one continuous piece of gasket material. Splicing or overlapping will not be permitted. Provided it meets industry standards for this type of air cooler, the use of red neoprene rubber gasket material would be acceptable. Using a rubber gasket material with an inner layer of fabric or a vegetable fiber gasket material should be avoided.

d. Inspection.--Upon arrival at the Contractor's location, the coolers shall be inspected and tested for leaks and/or deficiencies and the findings reported in accordance with Paragraph 3.1.4. (Submittal Requirements) and Table 1A (List of Submittals).

e. Reconditioning.--The water boxes, covers, and tube sheets shall be reconditioned and returned to original dimensions and tolerances. Reconditioning may require minor amounts (no more than 100 square inches) of welding and/or machining to repair sealing surfaces.

In accordance with Paragraph 3.1.4. (Submittal Requirements) and Table 1A (List of Submittals), the Contractor shall submit marked copies of Drawings No. T-4936503 (General Electric) and No. 6-H-521 (Westinghouse) indicating any changes in the dimensions and notes and describing the actual repair work that was performed on each air cooler.

f. Delivery and testing.--After the generator air coolers have been fully reconditioned, the Contractor shall deliver them to the Hoover Dam Central Warehouse. At the Central Warehouse, each air cooler shall be hydrostatically tested to 75 PSIG for a minimum of 5 minutes or until inspection for potential leaks has been completed by Government personnel. The Contractor shall provide all regulating valves, pressure gauges, and necessary connection pieces to complete the testing.

In accordance with Paragraph 3.1.4. (Submittal Requirements) and Table 1A (List of Submittals), the Contractor shall submit test data results of all hydrostatic pressure testing, indicating the applied pressures, duration of testing, and any other pertinent data achieved during testing. The test shall demonstrate compliance with the specifications prior to final acceptance of the air coolers.

g. Payment.--Payment for reconditioning generator air coolers will be made at the applicable unit price offered therefor in the Schedules, which price shall include the cost of all

transportation, labor, equipment, materials, and incidentals required for inspection, dismantling and replacing all cooling tubes and fins; cleaning and reconditioning the water boxes, cover plates, and the tube sheets; replacing hardware and gaskets; reassembling the components of the unit; painting; and hydrostatic pressure testing of individual tubes and completed air coolers.

The cost of replacing the tube sheets on air coolers, if deemed necessary after inspection, shall be included in the applicable unit prices offered in the Schedules for Optional Line Item: Replacement of Tube Sheets.

### **3.4.3. Painting Requirements**

- a. Painting.--The exterior metal surfaces, support frame and water boxes, shall be primed and finish coated with DTM Waterborne Acrylic Primer/Finish Coating, Series B66W1; as manufactured by Sherwin-Williams, or equal, and DTM Waterborne Gloss Acrylic Coating, B66 Series; as manufactured by Sherwin-Williams, or equal. See paragraph g. below for the coating salient characteristics.
- b. Surface preparation.--Surface preparation for the exterior metal surfaces, support frame and water boxes shall include removal of all rust, scale, and foreign substances by cleaning to bare metal by scraping, chipping, wire brushing, grit blasting, commercial grade sandblasting, power tool cleaning, high-pressure water, or other effective means in accordance with the appropriate Surface Preparation Specifications, SSPC SP SET (1999).  
  
The existing paint on the exterior metal surfaces, support frame and water boxes shall be treated as a lead-based paint. Removal, containment, monitoring, and disposal of waste material shall be performed in accordance with the regulations for disposal of hazardous waste. In accordance with Paragraph 3.1.4. (Submittal Requirements) and Table 1A (List of Submittals), the Contractor shall submit proof and documentation that these waste materials have been legally disposed of.
- c. Safety and health.--Surface preparation includes media-blasting to bare metal for complete removal of lead-based paint and primers. The work area shall be prepared for full containment conditions, including air monitoring, air purification with filters, and worker safety and health monitoring.

All applicable Federal, state, and local requirements shall be followed during the removal of the existing lead-based paints and during the disposal of the hazardous waste debris. This includes the following Code of Federal Regulations (CFR) applicable to the removal, containment, and disposal of lead-based paints.

29 CFR 1910.34 -	Respiratory Protection
29 CFR 1910.1000 -	Toxic and Hazardous Substances - Air Contaminants, Permissible Exposure Limits (PEL's)
29 CFR 1910.1020 -	Employee Access to Exposure and Medical Records.

29 CFR 1926.55 -	Gases, Vapors, Fumes, Dusts, and Mists
29 CFR 1926.59 -	Hazard Communication
29 CFR 1926.62 -	Lead Exposure in Construction; Interim Final Rule
29 CFR 1926.103 -	Respiratory Protection
40 CFR 261 -	Identification and Listing of Hazardous Waste
40 CFR 262 -	Standards Applicable to Generators of Hazardous Waste
40 CFR 263 -	Standards Applicable to Transporters of Hazardous Waste
40 CFR 264 -	Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities

In case of conflict between reference standards listed above, the more stringent requirement will apply.

d. Primer Coat.--The primer shall be DTM Waterborne Acrylic Primer/Finish Coating, Series B66W1; or equal. The primer shall be gray in color. Number and thickness of coats shall be one or more coats with 3-mil DFT, minimum.

In accordance with Paragraph 3.1.4. (Submittal Requirements) and Table 1A (List of Submittals), the Contractor shall submit catalog cut sheets and technical specification sheets for the primer.

e. Finish Coat.--The finish shall be DTM Waterborne Gloss Acrylic Coating, B66 Series; or equal. The finish shall be white in color. Number and thickness of coats shall be two or more coats with 3-mil DFT, minimum, per coat.

In accordance with Paragraph 3.1.4. (Submittal Requirements) and Table 1A (List of Submittals), the Contractor shall submit catalog cut sheets and technical specification sheets for the finish coat.

f. Cost.--The cost associated with painting the exterior surfaces of the support frame and water boxes with primer and gloss enamel on each air cooler shall be included in the unit prices offered in the Schedules for reconditioning generator air coolers.

g. Coating Salient Characteristics.--



## Category AE-E1(w)

Category AE-E1(w) coatings shall be:

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DTM Waterborne Acrylic Primer/Finish Coating, Series B66W1; as manufactured by:

Sherwin-Williams  
101 Prospect Avenue NW  
Cleveland OH 44115-1075  
(800) 752-8468

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or equal, having the following salient characteristics:

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COMPOSITION:

100 percent acrylic emulsion corrosion-resistant coating (flat)

Lead and Chromate free

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PHYSICAL CHARACTERISTICS:

Volume solids:	37 percent, minimum
VOC (as supplied):	2.01 pounds per gallon (240 grams per liter), maximum
Minimum application temperature:	50 degrees F
Recoating time at 77 degrees F and 50 percent relative humidity:	4 hours, minimum
Surface application temperature above dew point:	5 degrees F, minimum
Application method:	Brush, roller, conventional or airless spray

---

COATING SYSTEM PERFORMANCE REQUIREMENTS:

Abrasion resistance: ASTM D4060 (1995), CS-17 wheel, 1,000 cycles, 1 kg, Taber Abrasion	225 mg loss
Direct impact resistance: ASTM G14-88 (1996)	greater than 160 inch pounds
Flexibility: ASTM D522-93a (1993), 180 degree bend over 1/8-inch mandrel)	passes
Pencil hardness: ASTM D3363 (2000)	2B, minimum
Pulloff Adhesion: ASTM D4541 (1998) (Elcometer)	greater than 500 psi
Tape adhesion: ASTM D3359 (1997)	equal to or better than 4A or 4B

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## Category AE-E2(w)

Category AE-E2(w) coatings shall be:

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DTM Waterborne Gloss Acrylic Coating\*, B66 Series; as manufactured by:

Sherwin-Williams  
101 Prospect Avenue NW  
Cleveland OH 44115-1075  
(800) 752-8468

---

or equal, having the following salient characteristics:

---

COMPOSITION:

100 percent acrylic emulsion corrosion-resistant coating (gloss)

Lead and chromate free

---

Physical Characteristics:

Volume solids:	37 percent, minimum
VOC (as supplied):	2.01 pounds per gallon (240 grams per liter), maximum
Minimum application temperature:	50 degrees F
Recoating time at 77 degrees F and 50 percent relative humidity:	4 hours, minimum
Surface application temperature above dew point:	5 degrees F, minimum
Application method:	brush, roller, conventional or airless spray

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COATING SYSTEM PERFORMANCE REQUIREMENTS:

Abrasion resistance: ASTM D4060 (1995), CS-17 wheel, 1,000 cycles, 1 kg, Taber Abrasion	107 mg loss
Direct impact resistance: ASTM G14-88 (1996)	greater than 160 inch pounds
Flexibility: ASTM D522-93a (1993), 180 degree bend over 1/8-inch mandrel)	passes
Pencil hardness: ASTM D3363 (2000)	2B, minimum
Pulloff Adhesion: ASTM D4541 (1998) (Elcometer)	greater than 500 psi
Tape adhesion: ASTM D3359 (1997)	equal to or better than 4A or 4B

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\* If the color is a safety color, black, pastel, or if medium, deep, and ultra deep tinting bases are used, Category AE-E1(w), (DTM primer-finish, B66W1 series), shall be used as a primer for this topcoat.

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### List of Attachments

Title					No. of pages
<b>Attachment No. 1: Service Contract Act Wage Determinations</b>					
No.	State	City	County	Wage Determination(s)	
1	California	Benicia	Solano	94-2069 (Rev. 16) 09/13/2000	8
		Long Beach	Los Angeles	94-2047 (Rev. 16) 09/13/2000	8
		San Diego	San Diego	94-2057 (Rev. 24) 01/10/2001	8
2	Colorado	Monte Vista	Rio Grande	94-2083 (Rev. 14) 09/13/2000	8
3	Indiana	Dale	Spencer	94-2187 (Rev. 14) 09/14/2000	8
4	Maine	Lamoine	N/A (Statewide)	94-2241 (Rev. 19) 09/15/2000	8
5	Nevada	Las Vegas	Clark	94-2331 (Rev. 16) 09/15/2000	8
6	New Hampshire	Pelham	N/A (Statewide, except Rockingham)	94-2339 (Rev. 14) 09/15/2000	8
7	Ohio	Mentor	Lake	94-2415 (Rev. 17) 09/18/2000	8
8	Texas	Humble	Harris	94-2515 (Rev. 19) 09/19/2000	8
9	Virginia	Portsmouth	Portsmouth	94-2543 (Rev. 23) 09/19/2000	8
10	Washington	Spokane	Spokane	94-2565 (Rev. 13) 09/28/2000	8
<b>Attachment No. 2: Drawings</b>					3

**NOTE:** The Wage Determinations listed in the table above in Attachment No. 1 represent the determinations that have been obtained based on the mailing addresses of the offerors who submitted requests for the solicitation prior to issuance. Only the determination applicable to each individual offeror is being sent, rather than including copies of all determinations in all solicitations. For example, an offeror with a mailing address in Las Vegas, Nevada, will be sent Wage Determination No. 94-2331 for Clark County. All wage determinations for this solicitation are also available from our web site, located at <http://www.lc.usbr.gov/~g3100/0062docs.html>.

If an offeror will be performing the services under this contract in a location other than those listed above, they must submit a request to the Contracting Officer for the applicable SCA Wage Determination, which will be incorporated into the solicitation by amendment. Requests must be received in the contracting office no later than 3 days prior to the quote due date.

Requests may be submitted via: (1) E-mail to [crotheim@lc.usbr.gov](mailto:crotheim@lc.usbr.gov); or (2) Facsimile No. (702) 293-8499. Please include the city, state and county of the location for which the determination is being requested.

## Attachment 1: Service Contract Act Wage Determinations

(See listing of individual SCA files at:  
[www.lc.usbr.gov/~g3100/0062docs.html](http://www.lc.usbr.gov/~g3100/0062docs.html))

## Attachment 2: Drawings

(Drawings are not available online.  
Please contact our office at (702) 293-8779 to request copies.)

**PART 4 - SOLICITATION PROVISIONS**  
(This Part will be removed from the contract document)

**1. Addendum to 52.212-1, Instructions to Offerors--Commercial Items**  
(Incorporated by reference in Block 27a of the SF 1449)

**1.1 Submission of Offers**

(a) The Technical Description mentioned in subparagraph (b)(4) of 52.212-1 shall be included as Volume 1 of the offer and shall contain information that addresses the following evaluation factors:

**(1) Offeror's Technical Approach to the Work.**

Provide a discussion of the proposed overall technical approach to perform the work required by this solicitation, including but not limited to:

(a) Provide a description of the facilities at which the repairs will be performed.

(b) Provide a brief description of the methods and procedures to be used to perform the work required under the statement of work.

**(2) Offeror's Background and Experience with Similar Projects.**

Provide any available information from the past 5 years which indicates that the offeror has the background and/or experience necessary to perform the work required by the solicitation, i.e., proposed work crews and amounts of crew experience as they relate to performing repairs on similar equipment.

**(3) Past Performance.**

Provide a list of relevant references from the past 3 years for performance of projects similar in size and scope to this requirement. Your listing must include: Customer's name, address and name/phone number of contact; dollar amount of contract; contract number; dates of performance; and a brief description of the project.

NOTE: In addition to the past performance information submitted with your proposal, Reclamation may gather additional information from other sources both inside and outside the Government.

(b) The Price information mentioned in subparagraph (b)(6) of 52.212-1 shall be included as Volume 2 of the offer and shall be physically separate from the Technical Description (Volume 1).

**1.2 Period for Acceptance of Offers**

Paragraph (c) of 52.212-1 is revised as follows: The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers. If negotiations are conducted, the 60-calendar day offer acceptance period shall apply to the offer revision and shall commence on the due date for receipt of final offer revisions.

### 1.3 Multiple Awards

Paragraph (h) of 52.212-1 is not applicable to this acquisition. Multiple awards will not be made on this acquisition. Offerors should complete the Schedule of Services in its entirety. Offers not providing prices for all items will be considered unacceptable and shall not be considered for award.

### 1.4 Availability of requirements documents cited in the solicitation

Paragraph (i)(3) of 52.212-1: The following nongovernment (voluntary) standards are referenced in the Statement of Work, and may be obtained from the addresses listed below.

ACRONYM	TITLE	ADDRESS	PHONE NOS.
ANSI	American National Standards Institute	11 West 42nd Street, 13th Floor New York NY 10036 www.ansi.org	(212) 642-4980 Fax: (212) 398-0023
ASTM	American Society for Testing and Materials	100 Barr Harbor Drive West Conshohocken PA 19428-2959 www.astm.org	(610) 832-9585 Fax: (610) 832-9555
SSPC	The Society for Protective Coatings	40 24th Street, 6th Floor Pittsburgh PA 15222-4656 www.sspc.org	(877) 281-7772 Fax: (412) 281-9992

## 2. 52.212-2 Evaluation--Commercial Items (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Total Price (50%)
2. Offeror's technical approach to the work required by this solicitation (20%)
3. Offeror's background and experience with similar projects from the past 5 years (20%)
4. Past performance on similar projects from the past 3 years (10%)

Technical and past performance, when combined, are equal when compared to price.

If an offeror has no record of relevant past performance, or for whom information on past performance is not available, the offeror will receive a neutral rating of 50% of the weight for the past performance factor.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding

contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**3. 52.212-3 Offeror Representations and Certifications--Commercial Items (Oct 2000)  
Alternate III (Oct 2000)**

*[NOTE to Offerors: Subparagraphs (c)(6) through (c)(9) and paragraphs (f) and (g) of this provision do not apply to this solicitation. To signify this, the inapplicable paragraphs are in small print.]*

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--



(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). *(Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)*

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

9 Other \_\_\_\_\_

(5) Common parent.

9 Offeror is not owned or controlled by a common parent;

9 Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it 9 is, 9 is not a small business concern.

(2) Veteran-owned small business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it 9 is, 9 is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it 9 is, 9 is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it 9 is, 9 is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it 9 is, 9 is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). *[Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it 9 is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).)* The offeror represents as part of its offer that it 9 is, 9 is not an emerging small business.

(ii) *(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).)* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees		Average Annual Gross Revenues	
	50 or fewer		\$1 million or less
	51-100		\$1,000,001-\$2 million
	101-250		\$2,000,001-\$3.5 million
	251-500		\$3,500,001-\$5 million
	501-750		\$5,000,001-\$10 million
	751-1,000		\$10,000,001-\$17 million
	Over 1,000		Over \$17 million

(9) *(Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)*

(i) General. The offeror represents that either--

(A) It **9** is, **9** is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It **9** has, **9** has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) **9** Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(10) HUBZone small business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that--

(i) It **9** is, **9** is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It **9** is, **9** is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.]* Each HUBZone

small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It **9** has, **9** has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It **9** has, **9** has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It **9** has developed and has on file, **9** has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It **9** has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). *(Applies only if the contract is expected to exceed \$100,000.)* By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. *(Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)*

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.	Country of Origin
(List as necessary)	

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. *(Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)*

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

Line Item No.	Country of Origin
(List as necessary)	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
(List as necessary)	

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products:

Line Item No.:	Country of Origin:
(List as necessary)	

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
(List as necessary)	

(4) Trade Agreements Certificate. *(Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)*

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:	Country of Origin:
(List as necessary)	

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals **9** are, **9** are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) **9** Have, **9** have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and **9** are, **9** are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.